

# HARDWARE AGREEMENT

This Hardware Agreement ("Agreement") dated **August 14th, 2025**, is made by and between **The Customer** ("Customer" or "you"), and **Factor of Matt**, a Sole Proprietorship registered in the Province of Ontario ("Licensor", "FoM").

**1. Purpose.** This agreement is to confirm that **the Customer** has entered a binding agreement with **Factor of Matt** For the purchase of the Hardware describe herein:

- 1.1 As used herein, "Hardware" shall mean MAX-Switch PCB sold by FoM or made under arrangement from a third-party PCB manufacturer
- 1.2 As used herein, "Product" shall mean a completed DesTest MAX-Switch cartridge, with or without the DesTest MAX-Switch software

**2. Grants.** FoM agrees to grant and does hereby grant to Customer, and the Customer hereby accepts, a nonexclusive licence to Hardware and/or Product as listed in Section 1.

- 2.1 Title, copyright, intellectual property rights and distribution rights of the Hardware and or Product remain exclusively with the Licensor. Intellectual property rights include the look and feel of the Hardware and or Product
- 2.2 The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity.
- 2.3 You may not sell or make available for resale the Hardware and or Product.

**3. Representations and Warranties.** Each Party represents, warrants, and covenants to the other that:

- a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licences granted under this Agreement and to perform its obligations under this Agreement;
- b) this Agreement has been delivered by the party and constitutes the legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms.

**4. Intellectual Property Rights.** FoM owns and shall retain all right, title, and interest, including Intellectual Property Rights (as defined below), in and to the Hardware and Product, and all the underlying technology, all as may be updated, improved, modified, or enhanced from time to time; and further - in and to the brand names, logos and trademarks related to the foregoing. For the purpose of this Agreement, "Intellectual Property Rights" means any and all intellectual property rights, whether registered or not, worldwide including, without limitation, all the following: (i) copyrights, including moral rights, registrations and applications for registration thereof; (ii) computer software programs, data and documentation; (iii) patents, patent applications and all related continuations, divisional, reissue, design patents, applications and registrations thereof, certificates of inventions; and (iv) trademarks, trademark applications, domain names, trade secrets and Confidential Information.

**5. Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of The Customer, its officers, directors, partners, employees, agents, and subconsultants, to FoM, and anyone claiming by, through, or under FoM for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by The Customer.

**6. Acceptance.** All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Customer ("Acceptance") upon agreement to purchase.